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1. **Introduction**

This Policy sets out rules for employees, contractors, or other third parties (“Representatives”) regarding the use of the Company’s trade marks.

The Company is committed to the protection of its trade marks, whether registered or unregistered, and to the accurate and correct use of third-party trade marks. This Policy applies to all employees of the Company, to ensure the proper use of trade marks belonging to the Company, and to ensure that all employees and any other representatives working on behalf of the Company respect the trade marks of others.

employees and any and all agents, contractors, or other third parties (“Representatives”) working on behalf of the Company (whether registered or unregistered).

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2. **Scope of Policy**

2.1 Trade Marks represent the Company’s intellectual property rights and a key asset to the Company. This Policy applies to all registered and unregistered trade marks owned by the Company.

property rights and a key asset to the Company. This Policy applies to all registered and unregistered trade marks owned by the Company.

2.2 This Policy applies to all employees and Representatives of the Company. All employees and Representatives are required to comply with this Policy at all times. This Policy may be amended at any time and such amendments may be applied retrospectively. This Policy may result in disciplinary action.

representatives of the Company. All employees and Representatives are required to comply with this Policy at all times. This Policy may be amended at any time and such amendments may be applied retrospectively. This Policy may result in disciplinary action.

2.3 A trade mark is any sign, logo, device, or any combination thereof, used to distinguish the goods or services of one party from those of another party. Trade marks may be registered or unregistered (see Part 3 for more information).

logo, device, or any combination thereof, used to distinguish the goods or services of one party from those of another party. Trade marks may be registered or unregistered (see Part 3 for more information).

2.4 This Policy applies to the use of trade marks by the Company and to the use of trade marks belonging to other parties.

nging to the Company and to the use of trade marks by Representatives of trade marks belonging to other parties.

2.5 Any questions relating to this Policy, should be referred to the Company’s Trade Mark Officer, <<insert name>>, <<insert position(s)>>, <<insert contact details>>.

r intellectual property rights, or to the Company’s Trade Mark Officer, <<insert name>>, <<insert position(s)>>, <<insert contact details>>.

3. **About Trade Marks**

3.1 A trade mark can take the form of a word, logo, design, or a combination thereof.

be any one of the following, or a combination thereof.

- a) Words;
- b) Slogans;
- c) Designs;
- d) Letters;

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- e) Numerals;
- f) Doman nam
- g) The shape of
- h) Smells;
- i) Sounds;
- j) Colours;
- k) Gestures;
- l) Moving digit

3.2 A trade mark can be registered. Registered trade marks must meet certain criteria to be registrable and the formalities for registration must be followed. Trade marks are not protected by any formal procedure in the trading goodwill associated with them and can be lost by *passing off* action. It is generally desirable to register a trade mark. In some cases it will not be possible to do so.

3.3 When registering a trade mark office (in the Intellectual Property Office). There are two types of grounds on which a trade mark may be refused. It is therefore important to check that the trade mark does not fall within one or more of these grounds. The first is known as the "absolute" grounds for refusal, the second is known as the "relative" grounds for refusal.

4. **Establishing and Maintaining Trade Marks**

4.1 If any employee or agent of the Company is required to design and develop a trade mark in the course of their duties, the formalities for registration and/or protection shall be the responsibility of the Company's Trade Mark Officer, <<insert name>>, <<insert position(s)>>, <<insert location>> OR <<insert name(s) and/or position(s)>>, <<insert location>>.

4.2 The Company's trade marks should be used correctly and consistently. This helps to keep them distinctive and maintain their value.

4.3 Notwithstanding that a trade mark is distinctive, a non-distinctive trade mark can acquire distinctiveness over time and become registrable. A trade mark which is non-distinctive or has become generic cannot be registered.

4.4 The reverse may also occur. A trade mark which is distinctive and registrable but which is not used consistently can lose its distinctiveness. If this occurs, a registered trade mark may be refused registration and its registration revoked. Parts 4.5 to 4.8 of this Policy in particular help to help avoid this.

4.5 All Company trade marks should be used exactly as shown in <<insert location, >> and only in relation to the [goods] <<insert location, >> relates.

4.6 When referred to in writing, trade marks should be italicised [and in bold type] or presented in a bold typeface where appropriate.

4.7 Trade marks consisting of a verb should not be used as a verb or a noun. For example, it is acceptable to say that our customers like <<insert example trade mark>> <<insert product name>> but it is not acceptable to say that our customers like <<insert example trade mark>> <<insert product name>>.

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4.8 Unless a trade mark is used in the possessive form, do not use a trade mark in a possessive form. For example, it is acceptable to say that the Company is excited about the <<insert product or service>> but it is not acceptable to say that the Company is excited about <<insert product or service>>'s.

5. Using Trade Marks

5.1 When using Company trade marks in sales and marketing materials] AND/OR [on product packaging] AND/OR [on product applications relevant to the Company's services], the trade mark should be accompanied by the following notice below.

5.2 For registered trade marks, the following notice should be applied: "[®] OR [Registered Trademark] <<insert Company name>>".

5.3 For unregistered trade marks, the following notice should be applied: "[TM] OR [Trade Mark] <<insert Company name>>".

5.4 The "TM" or "trade mark" label must only be used to communicate that fact to third parties. The "TM" label must only be used in relation to a mark that is not a registered one. It is a criminal offence to use a "TM" label on a mark that is a registered one.

5.5 If you are unsure whether you are using a particular trade mark and/or are uncertain as to a mark's status, please contact [the Company's Trade Mark Officer] <<insert contact details>>] OR [the Company's Trade Mark Officer] <<insert contact details>>].

6. Record-Keeping

6.1 The Company shall maintain records of all trade marks in order to demonstrate how those trade marks were used when seeking to protect those trade marks.

6.2 When dealing with trade marks, the following materials and Representatives should keep records of the following materials, ensuring that they are dated:

- a) [Product packaging] bearing the trade mark;
- b) [Advertising materials] bearing the trade mark;
- c) In the case of unregistered trade marks, copies of invoices, purchase orders, and other documents showing that the trade mark in question was first used;
- d) Sales records for [products/services] provided under the trade mark;
- e) [Other records] as required>>].

6.3 Any and all records maintained in accordance with this Policy should be maintained by the Company's Trade Mark Officer, [the Company's Trade Mark Officer] <<insert name(s) and/or position(s)>>, <<insert name(s) and/or position(s)>>, <<insert name(s) and/or position(s)>> on a [regular] OR [quarterly] basis.

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9.2 No employees or Officer, <<insert name(s) and/or position>> trade mark assignments without authorisation].

9.3 The Company shall any assignments m

than [the Company's Trade Mark <<insert details>>] **AND/OR** [<<insert details>>] should negotiate any the Company's behalf [without

y and all such requests along with n response.

10. Implementation of Policy

This Policy shall be deemed shall have retroactive effect this date.

ert date>>. No part of this Policy ly to matters occurring on or after

This Policy has been approved an

Name: <<insert

Position: <<insert

Date: <<insert

Due for Review by: <<insert

Signature:

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